IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
CIVIL REVISION APPLICATION NO.275 OF 2003

Ananda Shivram Bharati .... Petitioner
Vs.
Shankar Shivram Bharati
& Anr. .... Respondents

Shri R.V. More for the Petitioner.

Shri Pratap Patil for the Respondent No.1.

CORAM: R.M.S. KHANDEPARKAR, J.

DATED: NOVEMBER 25, 2004

P.C:

1. Heard. The petitioner challenges the order passed by the lower Court in exercise of power under Section 152 of the Code of Civil Procedure whereby the decree has been corrected as the decree prepared by the Court clerk disclosed allotment of an area in favour of the respondent (No.1) more than the area actually stated to have been allotted to him in terms of the compromise arrived at between the parties. The trial Court while allowing the application has clearly observed thus:-

> "As per the said compromise, the respondent has given 45 Ares portion in 147/10-A and Gat No.804 area 3 Hector and 81 Ares. Said fact is specifically

> mentioned in compromise between the parties. But when the decree was prepared, at that time, a mistake was committed by Court clerk, in said decree and at the place of 45 R portion, the portion 1.45 was written or shown, in the name of the respondent."

It has been further held by the trial Court that:-

> "These documents show that in compromise between the parties i.e. applicants and respondent the respondent has given only 45 Ares portion but due to mistake of Court clerk, in decree, it was shown that he was given 1.45 Ares portion."

Holding so, the trial Court, therefore, in exercise of power under Section 152 of the C.P.C. has ordered correction by cancelling the figure "1.45" and replacing the same by the figure "45" in relation to the area allotted to the respondent.

2. Referring to various documents in relation to the consolidation proceedings, it was sought to be contended that if the correction sought to be made is accepted, then a major portion of the area of the original survey

No.147/10-A and reconstituted with Gat No.804 would remain without being allotted in favour of any of the parties. Even assuming that a discrepancy arises in the matter, the same cannot be an issue to be dealt with in the proceedings under Section 152 of the C.P.C. The proceedings under Section 152 of the C.P.C. are strictly for the purpose of correction of the clerical or arithmetical mistakes in the judgments and orders passed by the Court. While dealing with an application under the said provision of law, the parties are not entitled to seek adjudication of any dispute between the parties nor the Court is entitled to go into any such issue.

3. Once it was disclosed to the trial Court that the compromise arrived at between the parties reveal allotment of 45 Ares in favour of the respondent, whereas the decree prepared by the Court clerk discloses 1.45 Ares, it was apparently a clerical mistake in the decree and which was contrary to the compromise arrived at between the parties. Being so, the trial Court was justified in correcting the mistake in the decree by ordering that the decree should be in consonance with the Consent Terms.

4. It was also sought to be argued that the application for correction was made nearly 20 years after the

issuance of the decree. The law on the point is well-settled that no limitation period is prescribed for exercise of power under Section 152 and the mistake on the part of the Court clerk cannot disentitle the parties to get the decree corrected in terms of the compromise/settlement arrived at between the parties which form part of the Court record. Viewed from this angle also, there is no case for interference in the impugned order.

5. As the impugned order does not disclose any jurisdictional error on the part of the trial Court while passing the impugned order, no interference is called for and hence the petition is rejected.